

THE HEADLINER COMPETITION

Terms and Conditions

- 1) The promoter of this promotion is Cotton On Australia Pty Ltd ("**the Promoter**") (13 634 090 083) OF 14 Shepherd Court North Geelong VIC 3215.
- 2) Entry is free and open to **all residents in Australia aged 18 years or over**. Employees of the Promoter, it's associated entities and their immediate families and the suppliers and agencies associated with this competition are ineligible to enter ("**Eligible Entrants**").
- 3) This competition commences on **24/09/2024 at 12:01am** and ends **29/09/2024 at 23:59** ("**Competition Period**"). Eligible entrants may enter once with personal associated Cotton On & Co. Perks account. Late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected responses will be deemed invalid. Entrants will be required to provide both their own name, email and phone number in addition to the name, email and phone number of desired accompanying guest.
- 4) 'Perks Member' refers to the Promoter's loyalty and reward program. More information regarding Cotton On & Co. Perks is available here: <https://cottonon.com/AU/perks/welcome/>.
- 5) By entering this Competition, entrants agree to terms and conditions associated with a Cotton On & Co. Perks account, which may be updated from time to time. Perks Account Terms and Conditions are available here: <https://cottonon.com/AU/perks/perks-terms.html>

To enter this competition Eligible Entrants must, during the Competition Period:

Step 1. Be a Perks Member or sign up to become a Perks Member;

Step 2: Fill in your details via the entry form online including both own & accompanying guest name (first and last), email, phone number and preferred night to win (17/10/2024 or 18/10/2024)

Completing steps 1 – 2 above will constitute a valid "Entry".

- 6) The winning Entry will be picked at random from all the Entries on **30/09/2024** at the address of the Promoter (“**Winner**”).
- 7) There will be 50 Winners in total. Each Winner may invite one additional person to accompany them on the night (together, referred to as ‘Winners’)
- 8) The Winners will be selected on **30/09/2024** by a random online picker and contacted via email on or around the same day. The winner is required to respond to the Promoter’s email within 48 hours.
- 9) The Promoter will organise transport services on a bus (“**The Headliner**”) for the Winners from Bondi Junction, Sydney (exact location to be provided by the Promoter in due course) (“**Pick Up Location**”) to Accor Stadium (“**Drop Off Location**”), Sydney for 50 Winners per night on 17 October 2024, 18 October 2024.
- 10) Each Winner will receive:
 - 1 x return bus trip from Pick Up Location to Drop Off Location for the Winner and a friend on ‘The Headliner’ for their preferred night (“Event”); and
 - 1 x prize pack (valued at AUD \$90) (including additional gifts arranged by the Promoter, in their absolute discretion)

Winners agreed to be photographed at the Event in accordance with Clause 26.

The individual prize per winner is valued at \$160.80 and total prize pool is valued at AUD \$16,080.

Gift cards are subject to separate terms and conditions.

- 11) By claiming the Prize, Winner and their friend both agree and warrant that:
 - a) Winners are both at least 18 years of age and upon request will provide proof of age to the Promoter;
 - b) Winners do not have any pre-existing injuries that would prevent them from boarding The Headliner;
 - c) Winners will arrive at the specified Pick Up Location and Drop Off Location at the specified times, as directed by Cotton On in their absolute discretion. Promoter has no obligation to wait for the Winners in the event they are late;
 - d) Winners will comply with any Behavioural Policy provided to them by the Promoter. Failure to comply with such Behavioural Policy may result in Winners being ineligible to continue on the The Headliner;
 - e) Any and all photographs captured by the Promoter before, during or after The Headliner services may be posted on any online or physical channels owned by the

Promoter. Entry into this competition is deemed as consent for any photography captured by the Promoter to be used for marketing and advertising purposes, in their absolute discretion;

- f) No alcohol will be brought onto or consumed on The Headliner;
 - g) Winners will comply with any and all reasonable directions provided before, during or after The Headliner services by the Promoter's employees or representatives. In the event directions are not complied with, the Promoter may in their absolute discretion deem the Winners ineligible to continue on The Headliner and no substitute prize will be given;
 - h) Winners are responsible for all personal belongings brought onto The Headliner. Promoter has no obligation to retain or contact the Winner or their friend in the event personal belongings are left on The Headliner;
 - i) Once Winners have departed the bus, Cotton On shall not be liable for any illness, injury or death that may occur following departure from The Headliner
- 12) If any prize remains unclaimed by **02/10/2024** or the original winner does not meet the minimum age requirements to enter, the Promoter may deem that the winner is ineligible to receive the prize.
- 13) Prizes issued in accordance with this competition may be subject to separate terms and conditions. The Winner must comply with these terms and conditions and understands the Promoter is not responsible for any terms and conditions that are set by third parties.
- 14) The Promoter is not liable for any other additional costs associated with winning this competition or the prizes that comprise this competition. Including any
- 15) The Promoter will collect the Winner's personal information to issue the prize. All personal information will be collected and handled in accordance with the Promoter's privacy policy. The privacy policy is available at <https://cottonon.com/AU/privacy-policy.html>
- 16) In the event that the Winner does not claim the prize in accordance with Clause 8, the Promoter reserves the right to draw a new winner ("**New Winner**") from the remainder of the Entries and substitute another item or event of equal or lesser value for the Winner's prize, as determined by the Promoter at its sole and absolute discretion.
- 17) Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in the value of prizes. Where a prize is unavailable for any reason, the Promoter may substitute another item of equal or lesser value for that prize, as determined by the Promoter. This includes where the size or colour of any product included in the prize is unavailable.

- 18) Information regarding prizes and how to enter forms part of these terms and conditions. Entry into the competition is deemed an acknowledgement and acceptance of these terms and conditions.
- 19) The Promoter reserves the right, at any time, to verify the validity of entries and the identity of entrants. Proof of entry and identity will only be deemed as sufficient at the discretion of the Promoter.
- 20) If this competition is interfered with in any way or is not capable of being properly conducted due to any reason beyond the reasonable control of the Promoter, the Promoter reserves its rights to disqualify any entrant or to modify, suspend, terminate or cancel this competition, to the extent permitted by law.
- 21) The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).
- 22) The Promoter reserves the right to reject, disqualify and remove any Entry that contains offensive, inappropriate or derogatory material. Any Entry containing such content may be deemed invalid at the discretion of the Promoter.
- 23) Personal information provided by entrants will be used by the Promoter for the purpose of conducting this competition and otherwise in accordance with contestants' consent. The Promoter may disclose entrant's personal information to its contractors and agents in relation to the conduct of this competition. The Promoter's privacy policy is available at www.cottonon.com.
- 24) This promotion is in no way sponsored, endorsed, administered or associated with Instagram. By entering, entrants agree to hold harmless, defend and indemnify Instagram from and against any claims, demands, liability, damages or causes of action, losses or costs arising out of their participation in the promotion

- 25) The Promoter reserves the right to extend the Competition Period at any time.
- 26) Winners agree that Cotton On can take photographs of Winners at the Event. If Winner do not agree, Cotton On reserves the right to draw a new Winner in accordance with Clause 16.
- a. Winners give Cotton On, its agents and employees the absolute and irrevocable right and permission to take, use, reuse, reproduce, edit, exhibit, project, display and publish any photographs and images of Winners taken at the Events and in which Winners may be included in whole or in part.
 - b. Winners further give Cotton On, its agents and employees the right to circulate those photographs and images in all forms of media and social media for art, advertising and trade, competitions of every description and/or any other lawful commercial purpose. Winners also consent to the use of the photographs and images in or in relation to any printed matter.
 - c. Winners waive any right that they may have to inspect and/or approve the finished product or products or the editorial, advertising, or printed copy in or in relation to which the photographs and images may be used and any right that Winners may have to control the use to which those products and copy may be put.
 - d. Winners release, discharge Cotton On, its agents and employees from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form whether intentional or otherwise that may occur or be produced in the making, processing, duplication, projecting or displaying of the photographs or images, and from all liability arising any publication of the photographs and images, including without limitation any claims for libel or violation of any right of publicity or privacy or for violation of any personal or proprietary right that You may have in conjunction with those photographs and images and their use.
 - e. Cotton On must only use the photographs and images of Winners for lawful commercial purposes and not in any way that is defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, profane, racist, unlawful, or otherwise objectionable.